



NOTICE TO PAY COVID PROTECTED PERIOD RENT OR QUIT

(C.A.R. Form PRQ-CPP, 9/21/20)

FOR RENT DUE BETWEEN MARCH 1, 2020 AND AUGUST 31, 2020

To: _____ ("Tenant")

and any other occupant(s) in possession of the premises located at: _____

_____ (Street Address) _____ (Unit/Apartment #)

_____ (City) _____ (State) _____ (Zip Code) ("Premises").

Other notice address if different from Premises above: _____

1. Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to (i) Pay Rent, which is past due (see Paragraph 2), (ii) Vacate the Premises and surrender possession (see Paragraph 3), or (iii) Sign, under penalty of perjury, and deliver to Landlord, the Declaration specified in paragraph 4B below and attached to this Notice.

2. Rent Due and Payment:

A. The total amount of rent which is past due is \$ _____.

B. [X] The total amount and the date each payment became due is specified in the attached Coronavirus Unpaid Rent Calculation Addendum (C.A.R. Form CURC).

C. If applicable, check, money order, draft or instrument, shall be made payable to: _____

D. Rent shall be delivered to: _____ (specific individual) whose phone number is _____, at _____

_____ (Address)

E. [] Rent may be delivered in person between the hours of _____ on the following days: _____

3. Vacate the Premises and surrender possession.

If you do not pay the past due amount or give up possession by the required time, or sign and deliver the Declaration specified in paragraph 4, and you continue to occupy the Premises, Landlord declares a forfeiture of the lease and a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

4. Declaration of COVID-19 Related Financial Distress:

A. "NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org."

B. [X] An unsigned Declaration of COVID-19 Related Financial Distress (C.A.R. form DCFD) is attached to this Notice.

C. [] High Income Tenant:

(1) Landlord believes that Tenant is a high income tenant, and has documentation to support that belief. If Tenant chooses to sign and deliver the Declaration of COVID-19 Related Financial Distress, Tenant shall also submit, together with the Declaration, documentation supporting the claim of COVID-19 related financial distress.

(2) "Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020. As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are



required to submit to your landlord documentation supporting your claim together with the completed declaration of COVID-19-related financial distress provided with this notice. If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires.”

5. Notice of COVID-19 Tenant Relief Act of 2020:

- A.** On or before September 30, 2020, Landlord has previously served Tenant with a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA),
- OR B.** Attached to this Notice to Pay COVID Transition Period Rent or Quit is a copy of a Notice of COVID-19 Tenant Relief Act of 2020 (C.A.R. Form CTRA). This paragraph is only applicable if the Notice to Pay COVID Transition Period Rent or Quit is served prior to September 30, 2020.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

6. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)
In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A.** **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS.**
 - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant’s residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT’S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice) (Date)

(Print Name)

(Keep a copy for your records.)

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